

APPEAL NO. 042000  
FILED SEPTEMBER 23, 2004

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on July 19, 2004. With respect to the single issue before her, the hearing officer determined that good cause does not exist to relieve the appellant (claimant) from the effects of the benefit dispute agreement (BDA) signed on March 1, 2000. In his appeal, the claimant contends that the hearing officer erred in determining that good cause does not exist for relieving him from the effects of the BDA. In its response to the claimant's appeal, the respondent (carrier) urges affirmance.

DECISION

Affirmed.

The hearing officer did not err in determining that good cause does not exist to relieve the claimant of the effects of the BDA executed on March 1, 2000. Section 410.030(b) provides that a BDA is binding on an unrepresented claimant through the conclusion of all matters relating to the claim while the claim is pending before the Texas Workers' Compensation Commission (Commission) unless the Commission "for good cause relieves the claimant of the effects of the agreement." See *also* Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 147.4(d)(2) (Rule 147.4(d)(2)). Whether good cause exists is a matter left up to the discretion of the hearing officer, and the determination will not be set aside unless the hearing officer abused her discretion, i.e., acted without reference to any guiding rules or principles. Texas Workers' Compensation Commission Appeal No. 94244, decided April 15, 1994, citing Morrow v. H.E.B., Inc., 714 S.W.2d 297 (Tex. 1986). We have held that the appropriate test for the existence of good cause is that of ordinary prudence; that is, the degree of diligence as an ordinarily prudent person would have exercised under the same or similar circumstances. Texas Workers' Compensation Commission Appeal No. 92426, decided October 1, 1992.

The claimant argued that good cause existed to relieve him from the effects of the BDA because he did not understand the agreement. He testified that he thought there was going to be another meeting to raise the impairment rating (IR). The hearing officer was not persuaded that the claimant demonstrated that good cause existed to relieve him from the effects of the BDA. To the contrary, the hearing officer believed that the evidence demonstrated that the claimant voluntarily entered into the agreement after its effects were explained to him with the assistance of an interpreter. The hearing officer concluded that a reasonably prudent person would have known that the document was an agreement on claimant's dates of disability, date of maximum medical improvement and IR. In view of the evidence presented, we cannot conclude that the hearing officer abused her discretion in determining that good cause does not exist to relieve the claimant of the effects of the BDA.

The hearing officer's decision and order are affirmed.

The true corporate name of the insurance carrier is **AMERICAN HOME ASSURANCE COMPANY** and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY  
800 BRAZOS, SUITE 750, COMMODORE 1  
AUSTIN, TEXAS 78701.**

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Gary L. Kilgore  
Appeals Judge

CONCUR:

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Judy L. S. Barnes  
Appeals Judge

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Daniel R. Barry  
Appeals Judge